



## NEC3 Engineering and Construction

# Short Contract (ECSC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

and

for Supply, deliver and erection a **15-metre** Telecommunications tower at **Klipgat substation** and **35-metre** Telecommunications tower at **Nonyane substation**.

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# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

The Employer, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the procurement of: Supply, deliver and erection a **15-metre Telecommunications tower at Klipgat substation** and **35-metre Telecommunications tower at Nonyane substation**.

**Supply, deliver and erection a 15-metre Telecommunications tower at Klipgat substation and 35-meter Telecommunications tower at Nonyane substation.** The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R[•]
Value Added Tax @ 15% is	R[•]
The offered total of the Prices inclusive of VAT is	R[•]
(in words) [•]	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Employer and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed and signed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

**for the  
Employer**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

**Note:** If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'

## Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

### For the tenderer:

### For the Employer

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

On behalf of \_\_\_\_\_  
(Insert name and address of organisation)

\_\_\_\_\_

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 Contract Data

### Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1 & 14.4	The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions <sup>1</sup> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
11.2(11)	The <i>works</i> are	[•]
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Klipgat substation and Nonyane substation
30.1	The <i>starting date</i> is.	03 April 2023
11.2(2)	The <i>completion date</i> is.	30 November 2023
13.2	The <i>period for reply</i> is	One week
40	The <i>defects date</i> is	52 weeks after Completion
41.3	The <i>defect correction period</i> is	Two weeks
50.1	The <i>assessment day</i> is the	Once a week
50.5	The <i>delay damages</i> are	None
50.6	The retention is	10%
51.2	The interest rate on late payment is	0% [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]

<sup>1</sup> Except those actions which can only be done by the *Employer* as a Party to the contract.

80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	<b>the amount of the deductibles relevant to the event</b>
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	<b>No</b>
93.1	The <i>Adjudicator</i> is	<b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
	Address	<b>[•]</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
	e-mail	<b>[•]</b>
93.2(2)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body</b>
93.4	The <i>tribunal</i> is:	<b>arbitration.</b>
	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>Johannesburg South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>

**The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013)<sup>23</sup> and the following additional conditions Z1 to Z15 which always apply:**

## **Z1 Cession delegation and assignment**

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its

<sup>2</sup> If June 2005 Edition applies, delete April 2013 and insert June 2005

<sup>3</sup> State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za).

present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## **Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status**

- Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

## **Z3 Confidentiality**

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

## **Z4 Waiver and estoppel: Add to clause 12.2:**

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

**Z5 Health, safety and the environment**

- Z5.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
  - undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z5.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

**Z6 Provision of a Tax Invoice and interest. Add to clause 50**

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.
- Z6.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z7 Notifying compensation events**

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

**Z8 *Employer's* limitation of liability; Add to clause 80.1**

- Z8.1 The *Employer* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

**Z9 Termination: Add to clause 90.2, after the words "or its equivalent":**

- Z9.1 or had a business rescue order granted against it.

**Z10 Addition to Clause 50.5**



Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Works.

If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

## **Z11 Ethics**

For the purposes of this Z-clause, the following definitions apply:

<b>Affected Party</b>	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subconsultants or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
<b>Coercive Action</b>	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
<b>Collusive Action</b>	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
<b>Committing Party</b>	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
<b>Corrupt Action</b>	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
<b>Fraudulent Action</b>	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
<b>Obstructive Action</b>	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
<b>Prohibited Action</b>	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

## Z12 Insurance

### Z \_12.1 Replace core clause 82 with the following:

#### Insurance cover 82

- 82.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 82.2 The *Contractor* provides the insurances stated in the Insurance Table A, from the *starting date* until the earlier of Completion and the date of the termination certificate.

**INSURANCE TABLE A**

Insurance against	Minimum amount of cover or minimum limit of indemnity	Cover provided until
Loss of or damage to the works	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>	The <i>Employer's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>	The Defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Works	<p><b><u>Loss of or damage to property</u></b>  <b><u>Employer's property</u></b></p> <p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date where covered by the <i>Employer's</i> insurance</p>	

	<u>Other property</u> The replacement cost  <u>Bodily injury to or death of a person</u> The amount required by the applicable law	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	

82.3 The *Employer* provides the insurances as stated in the Insurance Table B

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum of indemnity</b>
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

### **Z13 Nuclear Liability**

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the

*Employer.*

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z14 Asbestos**

For the purposes of this Z-clause, the following definitions apply:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<b>Compliance Monitoring</b>	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short-term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance, the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented, and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

## Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes (ECSC3-GN)<sup>4</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 31 of the ECSC3 April 2013 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%
11.2(9)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT

<sup>4</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za).

## C2 Pricing Data

### C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Employer* or the tendering contractor

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

The Price List is as follows / contained in \_\_\_\_\_ (delete the text which does not apply and this note)

[illegible]



## C3: Scope of Work

### C3.1 Works Information

Supply, deliver and install **15 m tower at Klipgat substation**, see Scope of Work for 15m ET Tower at Klipgat substation Doc no: LES1133.

Supply, deliver and install **35 m tower at Nonyane substation**, see Scope of Work for 35m ET Tower at Nonyane substation Doc no: LES1009.

#### 1. Description of the works

##### Design Of Tower:

Foundation - The construction of the foundation at **Klipgat substation** shall be in accordance with the following drawing:

**"0.69/TT15M/F/C/T2/2: Telecoms Tower 15m Raft Foundation" and details" and as per Geotechnical report.**

Foundation - The construction of the foundation at **Nonyane substation** shall be in accordance with the following drawing:

**"0.53/Nonyane: Nonyane 35m Microwave Tower Raft Foundation Layout and Details" and as per Geotechnical report.**

##### Material Quality:

The following material grades shall be utilized:

Steel Sections	S355JR
Plates (less than 19mm thick)	S355JR
Plates (greater than 19mm thick)	S355J0 (for better workability)
Bolts	Grade 8.8 to ISO 898
Nuts	Grade 8
Washers and Packers	S275JR

Impact properties in the longitudinal direction of all structural materials shall be determined for grade S355JR material greater than 19mm in thickness in accordance with the Charpy V-notch test. Charpy V-notch requirements at a minimum, shall meet the requirements of 27 J absorbed energy at room temperature (21° Celsius)

Silicon and Phosphorous content of steel is limited as follows:

**"Aluminium Killed Steel":** Silicon (Si) = 0.01 to 0.04%, Phosphorous (P) < 0.015% max

**"Silicon Killed Steel":** Silicon (Si) = 0.15 to 0.25%, Phosphorous (P) < 0.02% max

##### Tower fabrication:

Tower fabrication must be done as per general tower specification, 240-59967638

The supplier and his manufacturing facility shall employ a production process that has an integrated Quality Management System (QMS). The Quality Management System employed shall be based on the framework of SABS /ISO 9001 standards for Quality Management Systems or be an equivalent recognised system approved by Eskom Quality Assurance Division. Details of the QMS shall be provided.

##### Quality inspection of the supplied steel:

The contractor to send an inspection notification to Eskom **7 days** in advance for the inspection of the steel to be used in order for Eskom to verify the quality of the steel provided.

**Prototype Assembly:**

- a. All structures shall be test assembled in the shop to the extent necessary to ensure accurate fit in the field. Prototype assembly shall include all structure components and accessories. Assembly procedure shall demonstrate that each section fits the adjacent section.
- b. A Prototype Assembly Report shall summarize the findings of the prototype assembly and all necessary modifications to the members.
- c. The prototype structure shall be assembled with the correct fasteners and bolts tightened to the correct torque.

**Corrosion levels**

The position of the tower is in the North West which falls under the rural inland category and the expected corrosion level in the region is less than **10 µm/year**. Therefore, standard galvanizing is specified with a **thickness of 85µm** to cater for rate of corrosion on the tower steel.

**Other pre-construction activities**

The contractor to supply the following documents to Eskom for review and acceptance before construction commences:

- a. All the Safe Work Procedures to be used detailing step by step methodology that will be used by the contractor during construction to ensure that the tower is safely constructed.
- b. The contractor to note that ORVHS authorization is required for all the sites that are located within the substation yard
- c. The contractor to provide Eskom with a quality, inspection and test plan (QITP) for acceptance before any construction can take place. An example of this will be provided to the contractor once the contract has been awarded.

**Construction activities:**

The construction of the tower must be done in accordance with the Eskom standard **240 – 59967638**.

**Geo-Technical information:**

Eskom will provide the report (**5027-09-Klipgat SS Geotech Report and 5027-10-Nonyane SS Geotech Report**)

**Total tower mass**

The total tower steel mass including the plates, bolts platforms, and ladders = **1926 kg for Klipgat SS and 6938 kg for Nonyane SS**. This should be used when costing as well.

**Tower earthing and bonding:**

The tower earthing and bonding must be done in strict accordance to the radio station earthing and bonding standard - **240-56872313**.

**Other user defined requirements:**

- a. The contractor shall provide As-built document such as engineering Certificate signed off by contractor professional engineer to declare that tower is safe, earth test certificate, site drawing and any other documents that deemed applicable by them and Eskom telecommunication and/or Provide documentation related to **15 m tower at Klipgat SS and 35m tower at Nonyane SS**.
- b. The tower shall have platform (full landing zone) with trap doors at the positions as per manufacturing drawings.

**Notes:**

- Trap door should be lockable on open and closed position.
  - Ensure kick plates are minimum 150 mm x 2.5 mm thick.
  - Ensure resting stations or platforms do not interfere with the direct routing paths of the feeder ladder
  - Provide earthing terminal plates at each landing with brass bolts for terminating equipment earthing leads. This must be bonded to main tower down earth or structural steel if a down conductor was not required.
- c. Tower shall have cat ladder to its full length with guard rails as per Eskom standard.
  - d. Provide **earthing terminal plates with brass bolts** as per Eskom Telecommunications General Tower Specification (**240-59967638**) and Radio station Earthing and Bonding standard (**24056872313**). For

terminating equipment earthing leads. This must be bonded to main tower earthing system.

- e. The contractor must supply and install universal microwave antenna brackets (see drawing no **0.53/1020**) per Table 2-1 and Table 2-2:

**Table 2-1: Antenna Mounting Brackets Schedule for Klipgat SS 15m tower:**

Attachment level	Bracket Type	Quantity
2 x @Working platform #2 (13 m level)	MB 2/2A	2

**Table 2-2: Antenna Mounting Brackets Schedule for Nonyane SS 15m tower:**

Attachment level	Bracket Type	Quantity
4 x @Working platform #3 (33 m level)	MB 2/2A	4
4 x @Working platform #2 (30 m level)	MB 2/2A	4
4 x @Working platform #1 (15 m level)	MB 1/1A	4

- f. The supplier of the antenna mounting brackets is required to verify the tower slopes and the slope of the brackets before manufacturing/ supplying.

**Tower Cable Tray /Feeder entry panel:**

- Contractor to install a 3 m horizontal cable tray/racking from the tower to the wall of control room.
- The cable tray must be installed upside down to prevent feeder cable from hail damage.
- The cable tray shall be a heavy-duty cable tray pre galvanised standard finish and the splicing method must be overlap with M6 gutter bolts and square nuts. Where bends are required, it shall be of horizontal bend (see example of horizontal cable tray and horizontal bend below).

**Wave guide plate details:**

Waveguide entry plate shall be installed as per drawing no “**0.54/8732** Control building wave guide entry details”

Width (mm)	304
Height (mm)	19
Finish fasteners	Electro - Galvanised
Number of Gutter bolts and square nuts per joint	3

**Site information:**

The tower is to be constructed at **Klipgat substation**, which is in Northwest.

**GPS Coordinates: 25 29 21.2 S, 28 00 31.0 E**

The tower is to be constructed at **Nonyane substation**, which is in Northwest.

**GPS Coordinates: 25 24 46.4 S, 27 59 43.1 E**

## 2. Drawings

List the drawings that apply to this contract.

Drawing number	Revision	Title
240-59967638		General Tower Specification
240-56872313		ET Radio Station Earthing and Bonding
240-103616544	1	Aviation requirements Towers
240-138048594		LED Aircraft Warning Light for Eskom Telecommunication Towers

<b>SANS 10160-3</b>		<b>Basis of structural design and actions for buildings and industrial structures Part 3 Wind actions</b>
<b>ETSP 0459</b>	<b>1</b>	<b>ET Tower Lights Specification</b>
<b>SCSASACF6</b>		<b>Power lines and telecommunications tower Aviation regulations</b>
		<b>The civil Aviation Act relating to Obstacles (RSA)</b>
<b>ETPN 1490</b>		<b>Environmental Impact Assessment principles</b>

### 3. Specifications

List the specifications that apply to this contract. Some typical headings have been provided as a minimum; delete if not required or expand and include correct titles as applicable.

<b>Title</b>	<b>Date or revision</b>	<b>Tick if publicly available</b>
<b><u>General Specifications:</u></b>	240-62772907	
<b>Health and Safety requirements</b>	240-73198256	
<b>Environmental requirements</b>	240-73198174	
<b>Site regulations and access control</b>		
<b>Technical specifications</b>	240-62772907	
<b><u>Technical specifications:</u></b>		

### 4. Constraints on how the *Contractor* Provides the Works

- Contractor to supply Eskom with the Safety file two weeks or earlier after signing of the contract for approval.
- Contractor to supply a project schedule two weeks or earlier after signing of the contract for approval.
- No variation order will be allowed without prior authorisation from the Project Manager.
- As soon as there are any changes based on the baseline programme, they are to be communicated immediately to the Project Manager and Coordinator.
- Contractor to provide pictures of progress on an ongoing basis and confirm completion before final Quality acceptance and sign-off.

#### 4.1 Meetings

Not required as this a short contract. We will have tower construction holding points inspection meeting where the Contractor must notify Eskom seven days prior the inspection.

#### 4.2 Use of standard forms

As per the NEC3 Contract.

#### 4.3 Invoicing and payment

The invoice should as per the purchase order issued by Eskom.

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total Price for Work Done to Date which the *Contractor* has completed;
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

The *Contractor* attaches the detailed assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

A tax invoice shall be submitted on completion of the works in the format required. A breakdown of all work completed during the previous period shall be attached. Invoicing and relevant details will be discussed at site hand-over meeting. Payments will be processed once all completion certificates and invoices are submitted

All quantities claimed must be verified and signed by the site supervisor on the 20th of each month or within 1 week after each sectional completion and the signed BOQ must accompany the invoice which should be submitted to the PM before the 25th of each month. Late invoices will be deferred to the following month and no concessions will be made.

#### 4.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. [See clause 11.2(5) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

#### 4.5 Supplier Development and Localisation and Local Content (SD&L)

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the SD&L in accordance with and as provided for in the *Contractor's* SD&L Compliance Schedule stated below:

Skill Type (occupation)	Target number of person to be trained local to site	Proposed number of person to be trained local to site
Tower Assemblers	2	
Trainee Foreman	1	

The *Contractor* shall keep accurate records and provide the *Project Manager* with reports on the *Contractor's* actual delivery against the above stated SD&L criteria. The *Contractor* shall keep accurate records and provide the *Project Manager* with reports on the *Contractor's* actual delivery against the above stated SD&L criteria.

The *Contractor's* failure to comply with his SD&L obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

#### Local production and content

As per DTi guidelines (PPPFA act section 9, paragraph 9(1)) Steel and Cement form part of the designated commodities with a threshold of 100%. As a result tenderers are required to fill in, sign and submit local content declaration forms to confirm their local spend on Steel and Cement. Failure to do as stated above and to meet the threshold as set by DTi will disqualify a tenderer.

Material	Threshold %
Steel	100%
Cement	100%

#### 4.6 BBBEE and preferencing scheme

The *Contractor* shall comply with the Employer's Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures

#### 4.7 Facilities to be provided by the *Contractor*

State any requirements such as offices on site for the *Employer*.

#### 4.8 Title to material from excavation and demolition

Read clause 70.2 then provide details as required. Particularly relevant in demolition where substantial amounts of copper are involved.

#### 4.9 Design by the *Contractor*

Paragraph 1 above will have outlined what work is to be designed by the *Contractor* (if any). State here what procedures are required for the submission and acceptance of that design.

#### 4.10 Cataloguing requirements by the *Contractor*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

### 5. Requirements for the programme

Supplier to provide project schedule in MS Projects or pdf.

### 6. Services and other things provided by the *Employer*

Describe what the *Employer* will provide such as services (including water and electricity) and "free issue" Plant and Materials and equipment.

Item	Date by which it will be provided
Access to the radio sites	When required
Electricity on site	When required

## C4: Site Information

**Klipgat substation:**

**GPS Coordinate:** 25 29 21.2 S, 28 00 31.0 E

**Nonyane substation:**

**GPS Coordinate:** 25 24 46.4 S, 27 59 43.1 E

These are Eskom substations where Eskom's ORHV Regulations will apply.

### **C4.1: Information about the *site* at time of tender which may affect the work in this contract**

#### **1. Access limitations**

Site access to be arranged with the Project Coordinator.

#### **2. Ground conditions in areas affected by work in this contract**

Tower positions to be confirmed during site establishment meeting

#### **3. Hidden and other services within the *site***

Contractor to confirm during site establishment meeting if there are no underground electrical cables supplying the site where the tower foundation excavations are to be done.

#### **4. Details of existing buildings / facilities which *Contractor* is required to work on**

Contractor will work inside the Eskom substation servitude.